

Customer Name/Number City of Norwalk**ADVERTISING AGREEMENT**

In consideration of the Advertiser's agreement to advertise according to the following terms and conditions, the Publisher and Advertiser agree:

1. Advertising commitment in
☐ Cityview ☒ Iowa Living magazines ☐ Iowa Momentum ☐ Relish

☐ Internet ☐ Electronic ☐ Events

☐ Custom publishing ☐ Other

Frequency Commitment

4 Color

Placement Charge

24 ads within a 24 mo. period

@ \$ /ad

% Fee / Position

to begin on March, 2016.

Center Spread

Back Page

Full Page

2 pages

1/2 Page

1/4 Page

1/8 Page

Other

Other Information Two Full Pages - \$525 each, \$1050 total monthly

Inserts _____ page(s) within a _____ mo. period @ \$ _____ per thousand insert.

Number of inserts _____

2. Advertising schedule☐ as listed below or☐ attached

Date	Publication	Ad Size	Price
1. March	Norwalk	2 pages	\$1050
2. April			\$
3. May			\$
4. June			\$
5. July			\$
6. Aug			\$
7. Sept			\$
8. Oct			\$
9. Nov			\$
10. Dec			\$
11. Jan ¹⁷			\$
12. Feb			\$

Date	Publication	Ad Size	Price
13. March	Norwalk	2 pages	\$1050
14. April			\$
15. May			\$
16. June			\$
17. July			\$
18. Aug			\$
19. Sept			\$
20. Oct			\$
21. Nov			\$
22. Dec			\$
23. Jan ¹⁸			\$
Total investment Feb			\$25,200

3. Payment Terms (All new customers must pre-pay until credit is approved.)☐ Prepaid check attached☒ To pay within 30 days with approved credit after invoice☐ VISA/Mastercard

Exp. Date _____ 3-Digit Security Code _____

☐ If billing address is different than below.

If account balance exceeds 90 days past due, the entire balance may be charged to this credit card.

4. Conditions

A. The rates to be charged by the Publisher for space used by the Advertiser will match the terms of this agreement; applicable discounts and the terms and conditions of this Agreement shall be those contained herein only. Such rates, discounts, terms and conditions are subject to revisions. The Advertiser may, by written notice to the Publisher, terminate this contract on either (a) the effective date of such revision or (b) ten days after the Advertiser has received notice of such revision, whichever is later, without liability for unused space and without short rate. If the Advertiser does not terminate this Agreement, then upon the effective date of such revision, the rates, discounts, terms and conditions of this Agreement shall be those contained herein and in a new revised rate card.

B. All new Advertisers must pay cash in advance until credit is established with the Publisher. Once credit is established, the Advertiser agrees to pay for advertising upon receipt of invoice. Payment will become past due 30 days thereafter. If, at any time, the Publisher determines that the financial responsibility of the Advertiser is not satisfactory, the Publisher can require cash or check in advance. A service charge of 18% per year will be charged on all accounts past due. Fifty dollars will be charged for all returned checks. Advertisers with past due balances more than 90 days may be sent to a collection agency, small claims court or other options to ensure payment.

C. The number of ads specified in the frequency contract identified in paragraph 1 must be scheduled and run within that frequency period. If the terms of the frequency agreement are not met, the Publisher reserves the right to bill the Advertiser at the adjusted rate, according to the actual advertising space used.

D. The Publisher may terminate this Agreement if the Advertiser fails to pay any amount when due or otherwise fails to perform in accordance with this Agreement; and, in the event the Publisher so terminates the Agreement, the Advertiser, upon being billed by the Publisher, shall promptly pay for space actually used during the contract period based on the Advertiser's actual performance at the applicable contract rates in effect when space was used.

E. To induce BGUM to approve this credit application and purchase agreement and in consideration of its so doing, we, the undersigned, do hereby jointly, severally and personally guarantee the above Individual Corporation or Partnership Purchasers full performance of said Purchase Agreement and hereby agree to indemnify BGUM against all damages, loss, expense (including Attorney fees) and/or liability sustained by BGUM by reason of, or related to, the above Purchasers failure to perform or to pay when due, charges incurred in accordance with the above Agreement. The above Purchase Agreement may be modified by BGUM and the Purchaser executing same without notice to the undersigned and without affecting the Indemnity and Guarantee. BGUM may enforce this Agreement against the undersigned or any of them, jointly or severally, whether or not any action is ever taken by it against the aboved named Purchaser.

F. No specified page or position is guaranteed (unless noted in paragraph 1).

G. The Advertiser shall defend and indemnify the Publisher against any claim or liability established against the Publisher by reason of the publication of any advertisement or any part thereof submitted by or published at the direction of the Advertiser. All advertising matter submitted by the Advertiser is subject to the approval of the Publisher, who reserves the option to insert above or below any copy the word "advertisement." If no space is available, the Publisher shall be relieved of all obligations to publish, and of all liability for failure to publish, such advertisement. All approved copy shall be published at the date specified by the Advertiser. The liability of the Publisher for failure to publish an advertisement in the issue specified shall be limited to publishing the advertisement in a subsequent issue.

H. The Publisher shall not be liable for slight changes or typographical errors which do not lessen the value of the advertisement. In the event of an error in an advertisement for which the Publisher is liable, its liability shall be limited to (a) republishing the advertisement or (b) refunding such proportion of the entire cost of the advertisement as the space occupied by the error bears to the whole space occupied by such advertisement, whichever the Publisher elects.

I. Every attempt will be made by the Publisher to hold events as planned regardless of weather or unforeseen incidents. Due to substantial pre-event promotion, event sponsors will be held accountable for payment regardless of outcome of event.

5. Authorization

Advertiser

Date 2-11-16
Company Name City of Norwalk
Company Phone 981-0228 Fax _____
Address 705 North Ave.
City Norwalk State IA ZIP 50211
Name (PRINT) Jodi Eddeleman Title City Clerk
Signature _____
E-mail address _____

Publisher

5619 N.W. 86th St., Suite 600
Johnston, Iowa 50131
Phone **515-953-4822** Fax **515-953-1394**
Account Exec. E. Senger Date 2-11-16
Sales Manager _____ Date _____
Publisher _____ Date _____

Contract not valid until signed by all parties.